



## **Terms and Conditions of Sale on Account**

All dealings between GeoDirect and any account customer are subject to the following terms.

- 1) **Payment:** is to be made by cash, credit/debit card or EFT without deduction, within 30 days of date of invoice. No cheques please.
- 2) **Property:** All goods remain the property of GeoDirect until the invoice is paid in full.
- 3) **Limitation of liability:** The customer agrees to limit any claim it makes concerning any products to the cost of replacement thereof. GeoDirect shall not be liable for any claim which is made after seven (7) days from date of delivery (or at all once products have been unpacked or used)
- 4) **Disputes:** If the customer disputes any goods sold or supplied by GeoDirect are faulty, defective or disputes invoices issued, the customer must notify their reasons in writing within 14 days of the invoice date.
- 5) **Returns:** Products are generally not returnable. If GeoDirect elects to take back any product it must be in as new & saleable condition & upon terms agreed. A re-stocking fee may apply.
- 6) **Purchase Price:** All sales are made by GeoDirect at its list price or otherwise included in a formal quotation. GeoDirect reserves the right to vary list prices without notice. Prices are exclusive of GST unless indicated.
- 7) **Delivery:** The customer acknowledges & agrees that GeoDirect accepts no responsibility or duty for delivery but may elect to arrange delivery at its discretion & without any liability & at the customer's costs & responsibility. GeoDirect reserves the right to charge for any delivery. The customer shall be deemed to have accepted delivery & liability for the products when GeoDirect notifies the customer that they are ready for collection, or they are delivered to a carrier for delivery or to the customer's business premises or site whether attended or not.
- 8) **Limitation of Liability:**
  - a) Except to the extent required by law, all goods are purchased by the customer "as is" and GeoDirect will not be responsible for any damage or defect to the goods. b)
  - To the extent permitted by law, the customer has responsibility for ensuring that the goods are not used for any purpose for which they are not suitable.
  - c) To the extent permitted by law, under no circumstances shall GeoDirect be liable for any direct or indirect loss (including without limitation loss of profit).
- 9) **Variation:** Any variation of these terms must be agreed in writing.